Bill To:
State of Idaho
****
Send invoices to the address listed below or as indicated in the comments or instructions field
Boise, ID 83720-0075

State of Idaho

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Statewide Blanket Purchase Order Contract Renewal

Statewide Blanket Purchase Order
SBPO1117 - 02

DELIVER TO: **Various State Agencies**
Located throughout Idaho
****
Various, ID 83701

Date: **Tue Apr 25, 2006**
F.O.B: **Destination**
Terms:

VENDOR: **Oracle Corporation**
One Lagoon
500 Oracle Parkway
Redwood City, CA 94065
Attn: Contract Manager
Vendor Nbr:
Emailed To: gsilvest@adm.state.id.us
Phone: 650 506-4110
Fax: 650 633-0205
Account Number: P00000052741

Start of Service Date **Wed Mar 01, 2006**

End of Service Date: **Wed Feb 28, 2007**

RFQ#: **RFQ03272**
DOC#: **PREQ6202**

File(s) Attached:
○ **sbpo1117_amendment5.pdf**

Buyer: **State Purchasing CC**   208-327-7465

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	**BLANKET PURCHASE AGREEMENT (line item particulars follow)**	**1 lot**		**500000.00**
	Total:			**500000.00**
Blanket Comments:	......................CONTRACT SBPO1117-01 - - RENEWAL - AMENDMENT NUMBER FIVE This Contract Renewal and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1117-01, dated April 18, 2003, ("Contract") for Oracle Database Software and Services , for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between Oracle Corporation , as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows: All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this RENEWAL is March 1, 2006. This Contract is extended until February 28, 2007. The same terms, conditions and prices prevail for the contract extension period. The attached three (3) page Amendment No. 5 and its associated Exhibit A (14 Page Oracle December 19, 2005 E-Business Global Price List and Exhibit B (10 Page Oracle License Definitions and Rules) are included in this renewal.			

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	**Master Licensing Agreement for Oracle Database Software** **(209-38-52-000) (nt)**	**1 LOT**	**500000.00**	**500000.00**
	Idaho agencies subject to the statutes and rules of the Division of Purchasing MUST ensure that orders under the			

4/26/2006

General Comments:	Contract for products on Pages 5 to 7 (Oracle E-Business Suite 2003 Bundle, Component Applications, and Vertical Applications) of Oracle''''s December 1, 2004 E-Business Global Price List have the prior WRITTEN APPROVAL of the Division of Purchasing before being eligible purchases under this Contract.

Instructions: Freight / Handling Included in Price	
	By: **GREGORY D. LINDSTROM**

State of Idaho

Department of Administration
Division of Purchasing

Dirk Kempthorne
Governor
Pamela I. Ahrens
Director
Jan Cox
Administrator

5569 Kendal Street (83706-1231)
P.O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465 or FAX (208)327-7320
http://www.idaho.gov

SBPO01117; STATEWIDE CONTRACT FOR ORACLE SOFTWARE PRODUCTS
AMENDMENT FIVE (05)
BETWEEN THE STATE OF IDAHO AND ORACLE USA, INC.

This Amendment 05 to the Software License and Services Agreement, Contract Number SBPO 94, dated October 14, 1997, as amended under SBPO0117 (4/30/03) as Amendment 03, and amended by Amendment 04 (3/14/05), between the State of Idaho and Oracle USA, Inc. shall amend the Agreement as described below.

If and to the extent that any inconsistency may appear between the Agreement and this Amendment 05, the provisions of this Amendment 05 shall control.

The parties hereby agree to amend the Agreement as follows:

1.0 Term
The expiration date of Amendment 5 is extended until February 28, 2007.

2.0 Pricing and Discounting
The parties agree that the pricing and discounting terms set forth in this Amendment 05 supersede any and all prior pricing and discounting terms contained in the Agreement, including amendments and/or addenda thereto. Pricing terms in previous Amendments are hereby deleted. All prior Agreement Price Lists are hereby deleted and made null and void.

3.0 Pricing and Discounting Terms for New Program Licenses and Technical Support
The following pricing and discounting terms for new Program licenses and Technical Support are hereby added to the Agreement:

3.1 Price List
Until February 28, 2007, the Price List shall be defined in the Agreement as Oracle's December 19, 2005 E-Business Global Price List (attached hereto as **Exhibit A** to this Amendment 05).

'06 APR 24 AM9:59

Until February 28, 2007, provided that Customer has continuously maintained technical support for its existing Program licenses, Customer may acquire licenses for the Programs listed on the Price List, provided such Programs are available in production release when ordered, by paying Oracle the fees specified for such Program licenses on the Price List less the discount determined by the Discount Schedule set forth below.

Customer may also acquire first year Software Update License and Support for such Programs by paying Oracle the fees specified for such services on the Price List less the discount determined by the Discount Schedule set forth below.

Idaho agencies subject to the statutes and rules of the Division of Purchasing MUST ensure that orders under the Contract for products on Pages 6 through 9 (Oracle E-Business Suite) of Oracle's December 19, 2005 E-Business Price List (Exhibit A) have the prior WRITTEN APPROVAL of the Division of Purchasing. Issuance of a purchase order and/or signature on an Oracle Ordering Document shall signify to Oracle that all Idaho internal approvals have been completed to authorize the purchase.

Until February 28, 2007, the Oracle License Definitions and Rules (attached hereto as Exhibit B) shall apply to all Program licenses and technical support services listed on the Price List and acquired pursuant to the terms of this Amendment 05.

Learning Credits. The term "Learning Credits" as defined in Oracle's License Definitions and Rules (Exhibit B) is hereby deleted in its entirety.

3.2 Discount Schedule

Until February 28, 2007, the following Discount Schedule shall apply to fees listed on the **Price List** (3.1) for Program licenses, first year Software Update License and Support acquired pursuant to the terms of this Amendment 05 (the Transaction Band amount shall be determined per order):

Transaction Band (List License + List Support)	E-Business License & Technical Support Discounts
$0 - $100,000	25%
$100,001 - $250,000	30%
$250,001 - $375,000	35%
$375,001 +	40%

If and when the Price List (as defined above in this section) is updated or replaced in the Agreement, this Discount Schedule shall no longer apply and discounting terms shall be renegotiated.

4. Exhibits to Amendment 05

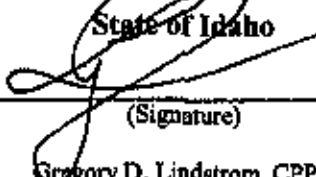4.1 Exhibit A - Oracle's December 19, 2005 E-Business Global Price List;
4.2 Exhibit B - Oracle License Definitions and Rules version December 20, 2005.
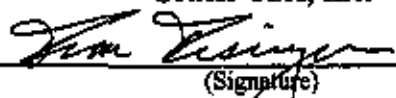
5.0 Pricing or Ordering Contact Information

Judi Albright
Oracle USA, Inc.
500-108th Ave N.E.
Bellevue , WA 98004
(ph) 425-990-2183
judi.albright@oracle.com

Other than the amended terms set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Effective Date of this Amendment 05 shall be March 1, 2006.

State of Idaho

_____
(Signature)

Gregory D. Lindstrom, CPPB
IT Purchasing Officer
State of Idaho
Division of Purchasing

4/15/06
_____
(Date)

Oracle USA, Inc.

_____
(Signature)

Tina Tisinger
Manager, Contracts

4-20-06
_____
(Date)

Exhibit A to
Amendment Five to
Contract SBPO 94

ORACLE
E-Business Global Price List
December 19, 2005

ORACLE

E-Business Global Price List
December 19, 2005

Oracle Database

	Named User Plus		Processor License	
Oracle Database				
Standard Edition One [10]	149	32.78	4,995	1,098.90
Standard Edition [9]	300	66.00	15,000	3,300.00
Enterprise Edition [4]	800	176.00	40,000	8,800.00
Personal Edition [5]	400	88.00	-	-
Lite	100	22.00	-	-
Enterprise Edition Options: [3]				
Real Application Clusters	400	88.00	20,000	4,400.00
Partitioning	200	44.00	10,000	2,200.00
OLAP	400	88.00	20,000	4,400.00
Data Mining	400	88.00	20,000	4,400.00
Spatial	200	44.00	10,000	2,200.00
Advanced Security	200	44.00	10,000	2,200.00
Label Security	200	44.00	10,000	2,200.00
Enterprise Management				
Enterprise Managers: [7]				
Diagnostics Pack	60	13.20	3,000	660.00
Tuning Pack	60	13.20	3,000	660.00
Change Management Pack	60	13.20	3,000	660.00
Configuration Management Pack	60	13.20	3,000	660.00

	License Price			
Standalone Managers				
Configuration Management Pack for Non-Oracle Systems	3,000	660.00	Per Processor	-
Provisioning Pack	3,000	660.00	Per Processor	-
Service Level Management Pack	100	22.00	Test	-
(Must license with Beacon Plus Test pricing)	3,000	660.00	Beacon	-
System Monitoring Plug-in for Hosts	1,500	330.00	Per Processor	-
System Monitoring Plug-in for Non Oracle Databases *(priced in Advance of Availability)*	1,500	330.00	Per Processor	-
System Monitoring Plug-in for Non Oracle Middleware [11]	1,500	330.00	Per Processor	-
System Monitoring Plug-in for Network Devices [28]	1,500	330.00	Per Network Device	-
System Monitoring Plug-in for Storage [77]	1,500	330.00	Per Terabyte	-
Management Connectors *(priced in Advance of availability)* [73]	5,000	1,100.00	Per Connector	-

	Named User Plus		Processor License	
TimesTen [2]	**Maximum Data Store**			
TimesTen In-Memory Database	≤2 GB	240	52.80	12,000	2,640.00
	≤ 10 GB	360	79.20	18,000	3,960.00
	unlimited GB	480	105.60	24,000	5,280.00
TimesTen In-Memory Database Options [1]				
Replication - TimesTen to TimesTen	≤2 GB	120	26.40	6,000	1,320.00
	≤ 10 GB	180	39.60	9,000	1,980.00
	unlimited GB	240	52.80	12,000	2,640.00
Cache Connect to Oracle	≤2 GB	120	26.40	6,000	1,320.00
	≤ 10 GB	180	39.60	9,000	1,980.00
	unlimited GB	240	52.80	12,000	2,640.00

	Collaboration Program User License		Processor License	
Collaboration				
Collaboration Suite [6]	Perpetual License	60	15.00	-	-
	1 Year Subscription License	15	15.00	-	-
Content Services [5]	Perpetual License	45	11.25	-	-
	1 Year Subscription License	11	11.25	-	-
Unified Messaging [5]	Perpetual License	45	11.25	-	-
	1 Year Subscription License	11	11.25	-	-
Real-Time Collaboration [5]	Perpetual License	45	11.25	-	-
	1 Year Subscription License	11	11.25	-	-
Collaboration Suite Options: [11]				
Records Management Option	Perpetual License	100	25.00	-	-
	1 Year Subscription License	25	25.00	-	-
Content Services Options: [26]				
Records Management Option	Perpetual License	100	25.00	-	-
	1 Year Subscription License	25	25.00	-	-

	Named User Plus		Processor License	
Data Warehousing Products				
Express Server	800	176.00	40,000	8,800.00
Express Analyzer	800	176.00	-	-
Express Objects	5,000	1,100.00	-	-

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.
For term licenses, the support fee calculation is 22% of the perpetual license fee.
For Collaboration Suite term licenses, the support fee calculation is 25% of the perpetual license fee.

Oracle Database

	Named User Plus		Processor License	
TopLink and Application Development Framework [26]	100	22.00	5,000	1,100.00
Java Edition [22, 24]	100	22.00	5,000	1,100.00
Standard Edition One [14, 24]	149	32.78	4,995	1,098.90
Standard Edition [24]	200	44.00	10,000	2,200.00
Enterprise Edition [24]	600	132.00	30,000	6,600.00
BPEL Process Manager	1,000	220.00	50,000	11,000.00
Portal	200	44.00	10,000	2,200.00
Integration	400	88.00	20,000	4,400.00
Business Intelligence	400	88.00	20,000	4,400.00
Forms and Reports	400	88.00	20,000	4,400.00
Web Services Manager [1]	800	176.00	40,000	8,800.00
XML Publisher [23]	-	-	40,000	8,800.00
Virtual Directory	800	176.00	40,000	8,800.00
SOA Suite for Non Oracle Middleware	1,300	298.00	65,000	14,300.00
Business Activity Monitoring for Non Oracle Middleware	1,200	264.00	60,000	13,200.00
Fusion Middleware for SAP	1,200	264.00	60,000	13,200.00
Fusion Middleware for PeopleSoft	1,200	264.00	60,000	13,200.00
Internet Application Server Java Edition, Standard Edition One and Standard Edition Options: [11]				
Service Registry (priced in Advance of Availability)	800	176.00	40,000	8,800.00
Internet Application Server Enterprise Edition Options: [14]				
BPEL Process Manager Option	400	88.00	20,000	4,400.00
Business Activity Monitoring [13]	600	132.00	30,000	6,600.00
XML Publisher [23]	600	132.00	30,000	6,600.00
Service Registry (priced in Advance of Availability)	800	176.00	40,000	8,800.00
SOA Suite for Oracle Middleware	1,000	220.00	50,000	11,000.00
Enterprise Management				
Internet Application Server Managers: [11]				
Diagnostics Pack	60	13.20	3,000	660.00
Configuration Management Pack	60	13.20	3,000	660.00

	Named User Plus			
COREid Access and Identity	20	4.40	Employee User	2,000
	7	1.54	Non Employee User - External	5,000
COREid Federation	30,000	6,600.00	Processor	1
Xellerate Identity Provisioning	60	13.20	Named User Plus	2,000
Xellerate Identity Provisioning Connector [36]	40,000	8,800.00	Connector	1
Identity and Access Management Suite	80	17.60	Employee User	
	10	2.20	Non Employee User - External	
Tools				
Internet Developer Suite	5,000	1,100.00	Named User Plus	-
Discoverer Desktop Edition	1,000	220.00	Named User Plus	-
Programmer	1,000	220.00	Named User Plus	-
Portlet Factory	9,000	1,980.00	Named User Plus	-

	Named User Plus		Computer License	
Open System Gateways	-	-	15,000	3,300.00
Mainframe Integration Gateways	-	-	95,000	20,900.00
Enterprise Integration Gateways	-	-	35,000	7,700.00

	Processor License	
Application Adapters [3]	15,000	3,300.00
Oracle Applications Adapter	15,000	3,300.00
Mainframe and TP-Monitor Adapters [4]	30,000	6,600.00
RosettaNet Adapter	30,000	6,600.00
EDI Adapter	30,000	6,600.00
Healthcare Adapter	30,000	6,600.00
ebXML Adapter	10,000	2,200.00

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.

For term licenses, the support fee calculation is 22% of the perpetual license fee.

Oracle Database

Customer Data Management				
Customer Data Hub [14]	100,000	22,000.00	Processor	1
Health Care				
Healthcare Transaction Base [15, 14]	1,000	220.00	Named User Plus	50
	100,000	22,000.00	Processor	1

Oracle Rdb

	Perpetual/User Min		Processor License	
Rdb Server Products [34]				
Rdb Enterprise Edition	800	176.00	40,000	8,800.00
CODASYL DBMS	800	176.00	-	-
Rdb Server Options:				
TRACE [34, 32]	100	22.00	5,000	1,100.00
Rdb Development, Query and Reporting Tools				
Programmer for Rdb [33]	1,000	220.00	-	-
CDD/ Repository	5,000	1,100.00	-	-
CDD/R Runtime [34]	-	-	5,000	1,100.00

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.
For term licenses, the support fee calculation is 22% of the perpetual license fee.

1 If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.

2 Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition. In addition, a minimum of 25 Named User Plus licenses per Processor must be met. Associated Database is defined as the database(s) which is (are) being managed by the option.

3 Application Adapters are available for: PeopleSoft, SAP, Siebel & JD Edwards.

4 Mainframe and TP-Monitor Adapters are available for: CICS, IMS/DB, IMS/TM, VSAM, and Tuxedo.

5 Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processor cores. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.
Additionally, it may be licensed on a single cluster of servers supporting up to a maximum of four processor cores per cluster (2 2-way nodes, 4 1-way nodes, and 1 1-way and 1 3-way).

6 2, 3, 4 and 5-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. On Demand for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing On Demand. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. On Demand Discount Schedule applies to On Demand for Collaboration products. On Demand for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://resource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

7 If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

8 Personal Edition provides a maximum of one Named User Plus per database.

10 Oracle Standard Edition One may only be licensed on servers that have a maximum capacity of 2 processor cores. If licensing by Named User Plus, the minimum is 5 Named User Plus

11 Internet Application Server Managers must match the number of licenses of the associated Internet Application Server (Excluding TopLink and Application Development Framework, for which these Manager Packs cannot be licensed).
An associated Internet Application Server is defined as the Internet Application Server(s) which is (are) being managed by the option.

12 Java Edition, Standard Edition One and Standard Edition Options must match the number of licenses of the associated Oracle Internet Application Server Edition. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.

13 This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://resource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

14 For the purposes of licensing Healthcare Transaction Base, only the processors on which IAS Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Customer Data Hub, only the processors on which Oracle Database Enterprise Edition and this program are running in production are counted for the determining the number of licenses required to license this program.

15 Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.

16 Internet Application Server Standard Edition One may only be licensed on servers that have a maximum capacity of 2 processor cores. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

17 Application Development Framework requires a runtime license. This can be purchased via TopLink and Application Development Framework or Java Edition

18 XML Publisher is also licensable via the per employee metric. The price is 40.00 USA (Dollar) per employee when licensed as a standalone product and 30.00 USA (Dollar) per employee when licensed as an option to the Application Server Enterprise Edition.

24 The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

25 Plug-In available for BEA WebLogic, IBM WebSphere

26 Plug-In available for F5 Load Balancers

27 Plug-In available for NetApp Filers

28 Connectors are not available at this time

29 The number of Options licenses must match to the number of licenses of the parent product

30 If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

31 Rdb Server Options must match the number of licenses of the associated database.

32 TRACE may also be licensed with CODASYL DBMS.

33 Oracle precompilers supported via SQL*Net for Rdb for use across Oracle & Rdb Servers.

34 CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

35 Following is the list of available Xellerate Identity Provisioning Connectors: IBM DB2/UDB Database, Microsoft SQL Server Database, Oracle Database, Sybase ASE Database, Oracle Database Applications Table (Priced in Advance of Availability), Microsoft Active Directory, Oracle Internet Directory, Novell eDirectory (Priced in Advance of Availability), Sun Java System Directory, Oracle e-Business User Management, Oracle e-Business Employee Reconciliation (Priced in Advance of Availability), PeopleSoft Employee Reconciliation, SAP CUA, SAP Employee Reconciliation, SAP User Management, Microsoft Exchange, Novell Groupwise (Priced in Advance of Availability), Microsoft Windows, IBM AIX, HP-UX, RedHat Linux, Sun Solaris, RSA Authentication Manager, RACF (Priced in Advance of Availability), RSA ClearTrust

Product	In Bundle	License Price	Support	Metric	Min
E-Business Suite 2003 Professional User [12]		3,995	878.90	Professional User 2003	10%[11]
E-Business Suite 2003 Professional User (external usage) [12]		995	218.90	Professional User 2003 - External	1
Intelligence	In Bundle				
E-Business Intelligence	•	3,995	878.90	Application User	10
Balanced Scorecard		1,995	438.90	Application User	20
Financials & Sales Analyzers		2,195	482.90	Application User	5
Enterprise Planning and Budgeting [14]		2,995	658.90	Application User	10
Enterprise Planning and Budgeting [14]		595	130.90	Application Read-Only User	10
Marketing and Sales	In Bundle				
Marketing	•	4,995	1,098.90	Marketing User	10
Trade Management		7,990	1,757.80	Marketing User	20
Option: Advanced Pricing		1,995	438.90	Marketing User	20
TeleSales	•	5,995	1,318.90	TeleSales User	10
Option: Advanced Pricing [1]		1,995	438.90	TeleSales User	10
Field Sales	•	3,995	878.90	Field Sales User	10
Sales for Handhelds [14]		425	93.50	Field Sales User	10
Quoting		1,195	262.90	Field Sales User	10
Option: Advanced Pricing [1]		1,995	438.90	Field Sales User	10
Partner Management [14]		995	218.90	Partner Organization	100
Proposals		385	88.90	Application User	25
Incentive Compensation		495	108.90	Compensated Individual	10
Order Management	In Bundle				
Order Management [3]	•	3,995	878.90	Order Management User	5
		0.2000	0.0440	Electronic Order Line	100,000
Option: Advanced Pricing [3]		1,995	438.90	Order Management User	10
		0.1000	0.0220	Electronic Order Line	100,000
Option: Release Management [1]		0.2000	0.0440	Electronic Order Line	100,000
Sales Contracts [14, 20]		5,995	1,318.90	Application User	5
Configurator [5]		2,995	658.90	Application User	20
Configurator [4, 6]		150,000	33,000.00	Processor	1
iStore [6]		100,000	22,000.00	Processor	2
Logistics	In Bundle				
Inventory Management	•	3,995	878.90	Inventory/Shipping User	5
Option: Mobile Supply Chain Applications [1, 15]		1,495	328.90	Inventory/Shipping User	5
Option: Warehouse Management [1, 19]		3,000	660.00	Inventory/Shipping User	20
Transportation Management [14]		14,000	3,080.00	$M Freight Under Mgt	25
Option: Transportation Operational Planning [14]		5,100	1,122.00	$M Freight Under Mgt	25
Option: Logistics Inventory Visibility [14]		2,700	594.00	$M Freight Under Mgt	25
Option: Forwarding and Brokerage Operations [14]		5,400	1,188.00	$M Freight Under Mgt	25
Option: Freight Payment, Billing and Claims [14]		6,300	1,386.00	$M Freight Under Mgt	25
Option: Transportation Sourcing [14]		2,700	594.00	$M Freight Under Mgt	25
Supply Chain Planning					
Advanced Supply Chain Planning		1,500	330.00	$M Cost of Goods Sold	60
Option: Constraint Based Optimization [1]		375	82.50	$M Cost of Goods Sold	60
Inventory Optimization		750	165.00	$M Cost of Goods Sold	60
Global Order Promising		300	66.00	$M Cost of Goods Sold	60
Demand Planning		600	132.00	$M Cost of Goods Sold	60
Collaborative Planning		500	110.00	$M Cost of Goods Sold	60
Strategic Network Optimization (priced in Advance of Availability)		1,200	264.00	$M Cost of Goods Sold	60
Procurement [2]	In Bundle				
Purchasing [2]	•	3,995	878.90	Purchasing User	5
Option: Sourcing [1]		7,995	1,758.90	Purchasing User	5
Option: Sourcing Optimization		1,000	220.00	Purchasing User	5
Option: iSupplier Portal [1]		7,995	1,758.90	Purchasing User	5
Option: Procurement Contracts [1, 14]		5,995	1,318.90	Purchasing User	5
Option: Services Procurement [1, 14]		3,995	878.90	Purchasing User	5
Option: Advanced Pricing [1]		1,995	438.90	Purchasing User	5
iProcurement		5	1.10	Purchase Line	5,000
Manufacturing	In Bundle				
Discrete Manufacturing [2]	•	3,995	878.90	Manufacturing User	10
Option: Mobile Supply Chain Applications [1, 15]		1,495	328.90	Manufacturing User	10
Option: Flow Manufacturing [1, 19]		2,995	658.90	Manufacturing User	10
Option: Manufacturing Scheduling [1, 19]		1,495	328.90	Manufacturing User	10
Option: Production Scheduling (priced in Advance of Availability)		2,495	548.90	Manufacturing User	10
Process Manufacturing [2, 20]	•	3,995	878.90	Manufacturing User	10
Option: Mobile Supply Chain Applications [1, 15]		1,495	328.90	Manufacturing User	10
Option: Manufacturing Scheduling [1]		1,495	328.90	Manufacturing User	10
Option: Production Scheduling (priced in Advance of Availability)		2,495	548.90	Manufacturing User	10

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.

For term licenses, the support fee calculation is 22% of the perpetual license fee.

Oracle E-Business Suite

		License	Support	Metric	Min

Maintenance Management

Item		Price	Support	Metric	Qty
Enterprise Asset Management		3,995	878.90	EAM User	10
Option: Self-Service Work Requests [1]		495	108.90	EAM User	10

Service — In Bundle

Item		Price	Support	Metric	Qty
TeleService	c	3,995	878.90	Application User	10
Service Contracts	c	5,995	1,318.90	Application User	10
Field Service		2,995	658.90	Field Technician	20
Option: Spares Management [1]		995	218.90	Field Technician	60
Option: Advanced Scheduler [1,14]		1,495	328.90	Field Technician	50
Option: Mobile Field Service		995	218.90	Field Technician	60
Depot Repair		3,995	878.90	Application User	10
iSupport [4]		50,000	11,000.00	Processor	2

Projects — In Bundle

Item		Price	Support	Metric	Qty
Project Costing [3]	b	3,995	878.90	Application User	5
Option: Project Billing [17]	b	2,995	658.90	Application User	5
Project Resource Management		195	42.90	Person	50
Project Collaboration		295	64.90	Application User	50
Project Management		2,495	548.90	Application User	25
Project Portfolio Analysis [14]		5,995	1,318.90	Application User	10
Project Contracts		5,995	1,318.90	Application User	10

Real Estate Management

Item		Price	Support	Metric	Qty
Property Manager		3,995	878.90	Application User	5

Product Lifecycle Management

Item		Price	Support	Metric	Qty
Product Lifecycle Management		3,995	878.90	Application User	20
Option: Product Data Synchronization for GDSN and UCCnet Services [14]		75,000	16,500.00	Partner Organization	2
CADView-3D		995	218.90	Application User	100

Financial — In Bundle

Item		Price	Support	Metric	Qty
Financials [2]	c	3,995	878.90	Financials User	5
Option: Activity Based Management [1,10]		1,195	262.90	Financials User	40
Advanced Collections		1,195	262.90	Financials User	10
Internet Expenses		5	1.10	Expense Report	1,000
iReceivables		50	11.00	1K Invoice Line	20
Treasury		24,995	5,498.90	Application User	4
Internal Controls Manager		30	6.60	Employee	500
Financial Consolidation Hub [14]		50	11.00	Employee	2,000
Financial Services Accounting Hub [14]		70	15.40	Employee	1,000

Human Resources — In Bundle

Item		Price	Support	Metric	Qty
Human Resources	c	50	11.00	Person	100
Self-Service Human Resources		35	7.70	Person	100
Advanced Benefits		40	8.80	Person	500
iRecruitment		50	11.00	Person	500
Payroll		60	13.20	Person	500
Time and Labor		35	7.70	Person	100
HR Intelligence		25	5.50	Person	100

Learning Management

Item		Price	Support	Metric	Qty
Learning Management (formerly Training Admin. in 11.5.9)		30	6.60	Trainee	100
Option: Online Learning [1]		30	6.60	Trainee	100
iLearning		30	6.60	Trainee	100

Customer Data Management

Item		Price	Support	Metric	Qty
Customer Data Librarian		9,995	2,198.90	Application User	20
Customer Data Hub [4]		100,000	22,000.00	Processor	1

Product Information Management

Item		Price	Support	Metric	Qty
Product Information Management Data Librarian [14]		9,995	2,198.90	Application User	20
Option: Product Data Synchronization for GDSN and UCCnet Services [14]		75,000	16,500.00	Partner Organization	2
Product Information Management Data Hub [4,14]		100,000	22,000.00	Processor	1

Interaction Center Technology

Item		Price	Support	Metric	Qty
Advanced Inbound Telephony		995	218.90	Workstation	50
Advanced Outbound Telephony [14]		995	218.90	Workstation	50
Scripting		595	130.90	Workstation	50
Email Center		1,995	438.90	Workstation	50

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.
For term licenses, the support fee calculation is 22% of the perpetual license fee.

Other

Tutor for Applications [5]		495	108.90	Application User	6
Content Services [20]	Perpetual License	45	11.25	Collaboration Program User	1
	1 Year Subscription License	11	11.25	Collaboration Program User	1
Self-Service Tutor for Applications [5]		20	4.40	Employee	5
User Productivity Kit [22]		15,000	3,300.00	UPK Developer	1
User Productivity Kit [22]		50	11.00	UPK User	5
User Productivity Kit [22]		12.50	2.75	UPK Employee	50
Applications Read-Only User		1,495	328.90	Application Read-Only User	1

(for Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Sales Contracts, Discrete Manufacturing, and Process Manufacturing)

Exchange MarketPlace [14]	5,000	1,100.00	Annual Transaction Volume	300

Communications/Utilities

CRL Financial Management [2]	249,995	54,898.90	Module	1
	0.2500	0.0550	Per Subscriber Thereafter	1
Asset Tracking	5,995	1,318.90	Application User	50
Telco Provisioning [5]	249,995	54,898.90	Module	1
	1.50	0.3300	Per Subscriber Thereafter	1
Number Portability [4]	249,995	54,998.90	Module	1
	10	2.20	Ported Number/Year	1
Telecommunications Billing Integrator [14]	5	1.10	Employee	50,000

Public Sector/University

Student System [14]	115	25.30	FTE Student	3,000
Financial Aid [14]	30	6.60	FTE Student	3,000
Student Recruiting [14]	30	6.60	FTE Student	3,000
Personal Portfolio [14]	50	11.00	FTE Student	1,000
Grants	3,995	878.90	Application User	5
Loans [14]	3,995	878.90	Application User	10

Financial Services

Regulatory Capital Manager [14]	70	15.40	Employee	1,000
Performance Analyzer	70	15.40	Employee	1,000
Transfer Pricing	70	15.40	Employee	1,000
Transfer Pricing Online	750	165.00	Application User	5
Budgeting and Planning	3,000	660.00	Application User	5
Risk Manager	60	13.20	Employee	1,000
Financial Data Manager	200,000	44,000.00	Computer	1
Financial Services Provisioning	0.2000	0.0440	Service Order Line	50,000
Lease Management [13, 14]	2,000	440.00	$M Managed Assets	500

Health Care

Adverse Event Reporting System	15,000	3,300.00	Application User	5
Clinical	15,000	3,300.00	Application User	5
Option: Distributed Study Conduct [1]	3,000	660.00	Application User	5
Option: Multinational Study [1]	9,000	1,980.00	Application User	5
Remote Data Capture [9]	9	1.96	CRF Page	10,000
	10,000	2,200.00	Application User	9
Thesaurus Management System [7]	9,000	1,980.00	Application User	1
Thesaurus Management System - Read-Only [7]	1,000	220.00	Application Read-Only User	5
Clinical TrialMinder [14]	5,000	1,100.00	Application User	10
Clinical SiteMinder [14]	5,000	1,100.00	Application User	10
Healthcare Transaction Base [4, 14]	1,000	220.00	Named User Plus	50
	100,000	22,000.00	Processor	1

High Tech

Shop Floor Management	1,995	438.90	$M Cost of Goods Sold	30
Supply Chain Trading Connector for RosettaNet [14]	50,000	11,000.00	P2P	2

Aerospace, Defense and Transportation

Complex Maintenance, Repair & Overhaul [14]	14,995	3,298.90	Application User	10

iLearning Subscription [1]	48	Hosted Named User	Yearly	$5,000.00

[*] At the minimum, the customer must license a number of Named Users and Months that are equal to 5,000 USA (Dollar).

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.
For term licenses, the support fee calculation is 22% of the perpetual license fee.

[1] An option must be licensed at the same level (or greater than) as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users. If the parent has multiple metrics, the option must be licensed at the same level as its parent for each metric. Example: number of Advanced Pricing users = number of Order Management users AND number of Advanced Pricing Electronic Order Lines = number of Order Management Electronic Order Lines.

[2] Primary Usage: is defined as each User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Users you are licensing for each application. Primary Usage of one of the applications listed above provides the User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.

[3] Order Management is licensed based upon the number of application users AND the number of order lines entered from any source other than those entered by licensed Order Management Users. Order Management User licenses are required for all individuals who are using Order Management. In addition, any order that is entered electronically into Order Management must be licensed using the Electronic Order Line metric. This applies to order lines originating in iStore, Quoting, EDI/XML transactions, legacy applications or any other source. (Order lines entered manually by the licensed Order Management users are covered under the Order Management User license)

[4] For the purpose of licensing this program (except Healthcare Transaction Base and Customer Data Hub), only the processors on which IAS Standard Edition and/or Enterprise Edition and this program are running are counted for the purpose of determining the number of processors required to license this program.

For the purpose of licensing Healthcare Transaction Base, only the processors on which IAS Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Customer Data Hub, only the processors on which Oracle Database Enterprise Edition and this program are running in production are counted for the determining the number of licenses required to license this program.

[5] The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric. i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.

[6] Configurator can be licensed by Application User OR by Processor. If licensing by Application User, then the actual users accessing Configurator must be counted. If the user population accessing Configurator is uncountable, then the Processor metric must be used.

[7] If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.

[8] Customers must pay for both the module and the subscriber/workstation fee.

[9] Separate Remote Data Capture licenses are required for remote site-based data entry. In-house entry users require Clinical licenses. Remote Data Capture is licensed by Application User when the annual CRF Page volume cannot be estimated, or if it is more cost effective.

[10] If the customer is running Activity Based Management in conjunction with a 3rd party Financials application, and not Oracle Financials, then licenses of Oracle Financials are not required.

[11] The customer is required to maintain Professional User 2003 licenses for at least 10% of the employee population.
 · The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must verified in writing by a person who is authorized to make such a representation on the firm's behalf
 · A company may not license the E-Business Suite 2003 at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite 2003 pricing regardless of whether they meet the minimum licensing requirements
 · If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10% requirement.
 · Once minimums are satisfied, they are not required to be met in subsequent purchases.

[12] Customers who licensed Oracle applications under the E-Business Suite pricing model can continue to purchase licenses per pages 5 and 6 of the March 7, 2003 price list. This rule applies also to customers who do not have a price hold.

[13] If Managed Assets are $10 billion or less, the price per $M in Managed Assets is 2,000. If Managed Assets are greater than $10 billion, the price per $M in Managed Assets for the first 10,000 licenses is 2,000, and the price per $M in Managed Assets for each additional license is 1,000.

[14] This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://eesource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

[15] Where Inventory Management is licensed across multiple plants or warehouses, the Inventory Management options (Mobile Supply Chain Applications, Warehouse Management, Transportation) can be licensed individually for each plant/warehouse. Within each plant/warehouse using the Inventory option, the option must be licensed at the same user count as Inventory Management.

[16] Where Discrete Manufacturing is licensed across multiple plants, the Discrete Manufacturing options (Mobile Supply Chain Applications, Flow Manufacturing, Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Discrete Manufacturing.

[17] Where Projects is licensed across many lines of business, the Project Billing option to Project Costing can be licensed individually for each line of business using the Oracle Projects solution. Within each line of business using the Project Billing option, the option must be licensed at the same user count as Project Costing.

[18] 2, 3, 4 and 5-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. On Demand for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing On Demand. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. On Demand Discount Schedule applies to On Demand for Collaboration products. On Demand for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://eesource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

[20] Where Process Manufacturing is licensed across multiple plants, the Process Manufacturing option (Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Process Manufacturing.

[21] Sales Contracts Application User licenses are required for all contract administrators, legal staff, order administrators and sales personnel who manage the contracts library or author contracts.

[22] When licensing User Productivity Kit, you must license at least one UPK Developer and either UPK Users or UPK Employees.

Named User Plus: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a Processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing, for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at http://oracle.com/contracts, "n" cores shall be determined by multiplying the total number of cores by a factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a factor of .75. All cores on all multicore chips for each licensed program for each factor listed below are to be aggregated before multiplying by the appropriate factor and all fractions of a number are to be rounded up to the next whole number. Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

For example, a Sun UltraSPARC T1 based server installed and/or running the program on 6 cores would require 2 processor licenses (6 multiplied by a factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the program on 7 cores would require 4 processor licenses (7 multiplied by a factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running. With respect to the Customer Data Hub program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub program are running in production shall be counted.

Professional User 2003: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users 2003 are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Professional User 2003 - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users 2003 - External are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, TeleSales User, Enterprise Asset Management (EAM) User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion date for your entire employee population.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Real-Time Collaboration Users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Annual Transaction Volume: is defined as the U.S. dollar denominated total value of all purchase orders transacted and all auctions conducted through the Oracle Exchange Platform by you and others during the applicable year of the Oracle Exchange Platform license regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Beacon: is defined as each target that is deployed and managed by the program that measures the response time of remote software or hardware interfaces by communicating with those interfaces over protocols, api's or programmatic interactions and measuring the total time elapsed between the initiation of communication and completion of the associated response from the remote interface.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12-month period. You may not exceed the licensed number of CRF pages during any 12-month period unless you acquire additional CRF pages licenses from us.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product with which the software product is required to interface.

Cost of Goods Sold: is defined as the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Electronic Order Line: is defined as the total number of distinct electronic order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as an active employee of yours. (note: *The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications.*)

Employee User: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Your human resource personnel that require access to the Oracle Self Service Human Resources program may not be licensed as Employee Users, but must be licensed as Professional Users. Additionally, your technical support personnel that require access to the Oracle iSupport program may not be licensed as Employee Users, but must be licensed as Professional Users.

Entry: is defined as a unique item (e.g., object, person, entity or item of information) stored within the programs. Replicated entries stored within the program on multiple servers are counted as a single entry.

Expense Report: is defined as the total number of expense reports processed by the iExpenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Federated Link: is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

FTE Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Invoice Line: Is defined as the total number of invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from us.

Module: is defined as each production database running the programs.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not li, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Partner Organization: is defined as an external third party business entity that provides value-added services in marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Purchase Line: is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same P.O. For each application, you may not exceed the licensed number of Purchase Lines during any 12-month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (Number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

RosettaNet Partner Interface Processes® (PIPs®); are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from us.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Test: is defined as each unit of interaction with a software or hardware interface for which the total time elapsed between the initiation of communication and the completion of the resulting response is measured. A test may run on its own or be set up in conjunction with additional tests so that there are multiple units of interaction. Each unit of interaction must be counted as a Test; execution of a test or set of tests multiple times does not require additional tests. Examples of tests include but are not limited to, an http-get for a URL, icmp-echo for an IP address and sql-execute for a database.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Employee: is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

$M Freight Under Management: is defined as the total transportation value of tendered orders in USD for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to the you with freight terms of prepaid).

$M In Revenue: is defined as one million United States dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

$M in Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

TERM DESIGNATION

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

> **5 Year Term:** A Program license specifying a 5 Year Term shall commence on the Effective Date of the order and shall continue for a period of 5 years. At the end of the 5 Year Term the Program license shall terminate automatically.
> **4 Year Term:** A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.
> **3 Year Term:** A Program license specifying a 3 Year Term shall commence on the Effective Date of the order and shall continue for a period of 3 years. At the end of the 3 Year Term the Program license shall terminate automatically.
> **2 Year Term:** A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.
> **1 Year Term:** A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

Oracle Support Services (OSS) offers the following programs: Software Update License & Support to provide customers with the right to Oracle product upgrades and 24x7 support of all Oracle products, and Oracle Advanced Product Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the Sales Support website at http://www.oracle.com/Support

Software Update License & Support

Software Updates License & Support provides customers with the right to product upgrades and 24x7 technical support, and is available for five years from the release date of the product. Product upgrades includes upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests.

Support Renewals

Prices shown on this price list are annual fees that apply to both perpetual and term licenses for first year support only. The price of a technical support renewal for Software Update License & Support is the technical support fees paid for the same licenses in the prior year, increased by the appropriate renewal adjustment. Oracle uses two different renewal adjustments: the Inflationary Adjustment Rate (IAR) and the Local Renewal Adjustment (LRA). Support for all licenses is adjusted by the greater of the LRA or the IAR. In all cases, any valid technical support cap included in a license agreement or ordering document that governs the licenses, limits the renewal adjustment. For more information on renewal adjustments, contact your Support Sales representative.

Advanced Product Support

Advanced Product Support is designed to provide an enhanced level of support to Oracle customers. Advanced Product Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Advanced Product Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution.
Contact your local Support Sales representative for Advanced Product Support information and pricing.

Incident Server Support Packages

Incident Server Support Packages provide incident-based web support for the following limited product sets:
· Oracle Database Server Support Package (2,000 USA (Dollar) for 10 incidents on one server):
  Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, Partitioning, Real Application Clusters
· Oracle Application Server Support Package (1,000 USA (Dollar) for 10 incidents on one server):
  Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

With the purchase of Incident Server Support Packages, customers receive access to Oracle MetaLink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests

JDeveloper Support

JDeveloper Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle JDeveloper. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. JDeveloper Support is priced at 218.90 USA (Dollar) per Named User Plus per annum. Price applies to first year support only. JDeveloper Support is available only for the free version of JDeveloper downloaded from OTN after Jun 28, 2005. All standard Oracle support policies, as outlined in the Technical Support Policies, are applicable to JDeveloper purchased before this date.

Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at http://www.oracle.com/support

Extended Support

Customers with current Software Updates, License & Support can support their product for a further 3 years, past the initial 5 years from the general availability date of the product, by purchasing Extended Support. Extended Support fees are applied to the desupported Oracle programs only. Extended Support fees consist of the prior year's fee for Software Updates & Support plus the applicable renewal adjustment, plus an additional fee based on the year. Additional fees are as follows:

Year 6 after product release: 10% of previous year's Software Update License & Support
Year 7 after product release: 20% of previous year's Software Update License & Support
Year 8 after product release: 20% of previous year's Software Update License & Support

Extended Support offers the following:

Updates, fixes and security alerts
Tax, legal and regulatory updates
Upgrade scripts
Technical support
Major product and technology releases

Sustaining Support

Sustaining Support offered in years 9 and beyond provides technical support—i.e., access to Oracle's online and call-center support—and rights to future products for as long the customer is purchasing support. Sustaining support is charged as per renewal pricing, found in the "Support Renewals" section above.

Sustaining Support provides:

Technical Support
Access to MetaLink/Customer Connection
Major product and technology releases
Pre-existing fixes

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

Administration Services

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance.

Customers purchasing one of E-Business Suite, Technology or Collaboration Suite On Demand must meet the minimum annual net fees for Administration Services 48000 USA (Dollar) and minimum monthly net fees of 4000 USA (Dollar). Customers purchasing two of E-Business Suite, Technology or Collaboration Suite On Demand must meet the minimum annual net fees for Administration Services of 96000 USA (Dollar) and minimum monthly net fees of 8000 USA (Dollar). Customers purchasing E-Business Suite, Technology and Collaboration Suite On Demand must meet the minimum annual net fees of 144000 USA (Dollar) and minimum monthly net fees of 12000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.

Customers purchasing one of E-Business Suite, Technology or Collaboration Suite On Demand must meet the minimum annual net fees for Computer and Administration Services of 72000 USA (Dollar) and minimum monthly net fees of 6000 USA (Dollar). Customers purchasing two of E-Business Suite, Technology or Collaboration Suite On Demand must meet the minimum annual net fees for Computer and Administration Services 144000 USA (Dollar) and minimum monthly net fees of 12000 USA (Dollar). Customers purchasing E-Business Suite, Technology and Collaboration Suite On Demand must meet the minimum annual net fees of 216000 USA (Dollar) and minimum monthly net fees of 18000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

Exhibit B to
Amendment Five to
Contract SBPO 94

ORACLE
License Definitions and Rules
December 20, 2005

ORACLE

License Definitions and Rules

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle Programs.

$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by Customer and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement CD Packs
Please be advised that only a subset of the products included on an Applications NLS Supplement CD Pack have been translated. For existing supported customers, MetaLink has information on which products have been translated for the supported languages (http://metalink.oracle.com). For new or unsupported customers, please contact your Oracle Account Manager for this information.

Application User, Enterprise Asset Management (EAM) User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, Telesales User,: is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If Customer licenses the Self Service Work Request option in conjunction with EAM, Customer is required to maintain licenses for the equivalent number of EAM Users licensed and Customer is granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Customer's entire employee population.

Application Read-Only User: is defined as an individual authorized by Customer to run only queries or reports against the application program for which Customer has also acquired non read-only licenses.

Beacon: is defined as each target that is deployed and managed by the program that measures the response time of remote software or hardware interfaces by communicating with those interfaces over protocols, api's or programmatic interactions and measuring the total time elapsed between the initiation of communication and completion of the associated response from the remote interface.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. Customer may not exceed the licensed number of CRF Pages during any 12 month period unless Customer acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by Customer to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Real Time Collaboration users, a Collaboration Program User within Customer's company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to Customer's company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Customer employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows Customer to use the licensed Program on a single specified computer.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

$M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to Customer then Cost of Goods Sold shall be equal to 75% of total company revenue.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003 or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. Customer may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as an active employee of Customer. *(note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of Customer active employees must be included in Customer order when licensing these applications.)*

Employee User: is defined as an individual authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. Customer may not exceed the licensed number of expense reports during any 12-month period.

Federated Link: is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by Customer, including the dispatchers, to the field using the Programs.

Freight under Management (FUM): is defined as the total transportation value of tendered orders in USD for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by Customer, plus the cost of freight for shipments managed by Customer (e.g., Customer is not purchasing transportation services on behalf of Customer's clients but are providing transportation management services for Customer's clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to Customer with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Customer's institution and any part-time student enrolled in Customer's institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Customer's policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by Customer to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops
Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies may be accessed at: http://oracle.com/contracts, and are subject to change.

1K Invoice Line: is defined one thousand invoice line items processed by the Program during a 12 month period. Customer may not exceed the licensed number of Invoice Lines during any 12 month period unless Customer acquires additional Invoice Line licenses from Oracle.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning Credits may only be used to acquire products and services at the list price in effect at the time Customer orders the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when Customer orders the relevant product or service. The list price will be reduced by applying the discount specified above. Notwithstanding anything to the contrary in the previous three sentences, Learning Credits may also be used to pay taxes, materials and/or expenses related to Customer's order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning Credits are valid for a period of 12 months from the date Customer's order is accepted by Oracle, and Customer must acquire products and must use any acquired services prior to the end of such period. Customer may only use Learning Credits in the country in which Customer acquired them, may not use them as a payment method for additional Learning Credits, and may not use different Learning Credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning Credits are non-transferable and non-assignable. Customer may be required to execute standard Oracle ordering materials when using Learning Credits to order products or services.

$M In Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

Membership: is defined as an individual authorized by Customer to access the hosted service, regardless of whether the individual is accessing the hosted service at any given time.

Module: is defined as each production database running the Programs.

Named User Plus: is defined as an individual authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. Customer is responsible for ensuring that the Named User Plus per Processor minimums are maintained for the Programs contained in the user minimum table in the Licensing Rules section; the minimums table provides for the minimum number of Named Users Plus required and all actual users must be licensed.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not Customer's employee, contractor or outsourcer, authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Oracle Finance Division Contract: is a contract between Customer and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at http://www.oracle.com/education/oukc/, and is made available to Customer subject to the terms of the Agreement and Oracle University's Online Hosting Access Policies, which are located at

and may be updated by Oracle from time to time without notice to Customer. Online Courses are made available on a named user basis, and the Passport is made available on a membership basis. In the event that any Oracle Programs are made available for download as part of the service, then use of such Programs is subject to the terms of the Agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the Effective Date of Customer's order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote, and may also be automatically generated by the Oracle Configurator. Customer may not exceed the licensed number of Order Lines during any 12 month period unless Customer acquires additional Order Line licenses from Oracle.

Order Management User: is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Order Management Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all Programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. Customer may not exceed the licensed number of orders during any 12 month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in marketing and selling Customer's products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as Customer's employee or contractor who is actively working on behalf of Customer's organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on processor basis may be accessed by your internal users (including agents and contractors) and by Customer's third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at http://oracle.com/contracts, "n" cores shall be determined by multiplying the total number of cores by a factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a factor of .75. All cores on all multicore chips for each licensed Program for each factor listed below are to be aggregated before multiplying by the appropriate factor and all fractions of a number are to be rounded up to the next whole number. Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition Programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

For example, a Sun UltraSPARC T1 based server installed and/or running the Program on 6 cores would require 2 Processor licenses (6 multiplied by a factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the Program on 7 cores would require 4 processor licenses (7 multiplied by a factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware

platforms not specified above, installed and/or running the Program on 10 cores would require 8 processor licenses (10 multiplied by a factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the Healthcare Transaction Base Program, only the processors on which Internet Application Server Enterprise Edition and this Program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator Programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program are running are counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses Custoemr may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running. With respect to the Customer Data Hub Program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub Program are running in production shall be counted.

Program Documentation: is defined as the program user manual and program installation manuals.

Purchase Line: is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application Programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same purchase order. For each application, Customer may not exceed the licensed number of Purchase Lines during any 12 month period unless Customer acquires additional Purchase Line licenses from Oracle. Customer may acquire a different number of Purchase Line licenses for each program (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

$M in Revenue: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by Customer during a fiscal year.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. Customer may not exceed the licensed number of Service Order Lines during any 12 month period unless Customer acquires additional Service Order Line licenses from Oracle.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by Customer for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If Customer's business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of Customer's gross annual revenue as reported to the SEC in Customer's annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Third Party Programs: are defined as Programs designated in an Ordering Document s Third Party Programs.

Trial Programs: are defined as additional Programs that may be included with Customer's order which Customer has not ordered but which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

Technical Reference Manuals
Technical Reference Manuals ("TRMs") are Oracle's confidential information. Customer shall use the TRMs solely for Customer's internal data processing operations for purposes of: (a) implementing applications Programs, (b) interfacing other software and hardware systems to the applications Programs and (c) building extensions to applications Programs. Customer

shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. Customer shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. Customer agrees: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as Customer exercises to safeguard the confidentiality of Customer's most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with Customer's employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct Customer's employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of Customer's employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on Customer's premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to Customer "as-is" without any warranty of any kind. Upon termination, Customer shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Technical Support
For purposes of the Ordering Document, Technical Support consists of annual technical support services Customer may have ordered for the Supportable Programs. The term "Supportable Programs" refers to those Programs for which Oracle offers annual technical support services, including Third Party Programs specifically designated on the order as Supportable Programs. If ordered, annual Technical Support (including first year and all subsequent years) is provided under Oracle's Technical Support Policies in effect at the time the services are provided. The Technical Support Policies, incorporated in this Agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for Technical Support have been paid. Customer should review the policies prior to entering into the Ordering Document for the applicable services. Customer may access the current version of the Technical Support Policies at http://oracle.com/contracts.

Technical Support is effective upon the Effective Date of the Ordering Document unless otherwise stated in Customer's order. If Customer's order was placed through the Oracle Store, the Effective Date is the date Customer's order was accepted by Oracle.

Technical Support acquired with Customer's order may be renewed annually and, if Customer renews Technical Support for the same number of licenses for the same Programs (except for any Program designated as a Third Party Program), for the first and second renewal years the fee for Technical Support will not increase by more than 5% over the prior year's fees. Unless otherwise provided in Customer's order, the Technical Support fee for Third Party Programs that are identified as Supportable Programs licensed pursuant to an Ordering Document will equal the fee in effect at the time such Technical Support is renewed. If Customer's order is fulfilled by a member of Oracle's partner program, the fee for Technical Support (except for Technical Support fees for Third
Party Programs) for the first renewal year will be the price quoted to Customer by Customer's partner; the fee for Technical Support (except for Technical Support fees for Third Party Programs) for the second renewal year will not increase by more than 5% over the prior year's fees.

If Customer decides to purchase Technical Support for any license within a license set, Customer is required to purchase Technical Support at the same level for all licenses within that license set. Customer may desupport a subset of licenses in a license set only if Customer agrees to terminate that subset of licenses. The Technical Support fees for the remaining licenses will be priced in accordance with the Technical Support Policies in effect at the time of termination. Oracle's license set definition is available in the current Technical Support Policies. If Customer decides not to purchase Technical Support, Customer may not update any unsupported program licenses with new versions of the Program.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Test: is defined as each unit of interaction with a software or hardware interface for which the total time elapsed between the initiation of communication and the completion of the resulting response is measured. A test may run on it's own or be set up in conjunction with additional tests so that there are multiple units of interaction. Each unit of interaction must be counted as a Test; execution of a test or set of tests multiple times does not require additional tests. Examples of tests include but are not limited to, an http-get for a URL, icmp-echo for an IP address and sql-execute for a database.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

UPK Developer: is defined as an individual authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK User: is defined as an individual authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK Employee: is defined as an active employee of Customer's. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of Customer's active employees must be included in Customer's order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

Term Designation
If Customer's Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

1, 2, 3, 4, 5 Year Terms: A Program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the Effective Date of the order and shall continue for the specified period. At the end of the specified period the Program license shall terminate.

1 Year Hosting Term: A Program license specifying a 1 Year Hosting Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate. A Program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A Program license specifying a 1 Year Oracle Hosted Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate. A Program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A Program license specifying a 1 Year Subscription shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

Licensing Rules

Failover: Your license for the following Programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) and Oracle Internet Application Server Options, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Program(s).

Testing: For the purpose of testing physical copies of backups, Customer's license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

Primary Usage: Each licensed user of the following applications is counted only once based on primary usage: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Customer must specify how many users Customer is licensing for each application. Primary Usage of one of the applications listed above provides the licensed user with the right to use any or all of the other application Programs listed above for which Customer is licensed. This concept also applies to Application Read-Only Users. Each Application Read-Only User of any of the applications listed above has the right to use any or all of the other application Programs listed above for which Customer has also acquired Application Read-Only

User licenses. Primary Usage does not provide Customer with the right to use other application Programs including the extensions or options to the application Programs listed above.

Customer is responsible for ensuring that the following restrictions are not violated:
- Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four processor cores or on a cluster of machines supporting up to a maximum of four processor cores per cluster.
- Oracle Standard Edition One and Internet Application Server Standard Edition One may only be used on machines which have the ability to run a maximum of two processor cores.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and/or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server Program (Enterprise Edition, Standard Edition or Java Edition). The number of Identity Management licenses must match the number of licenses of the associated Internet Application Server Standard Edition Program.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle programs, the number of gigabytes (GB) specified in the program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. Customer may not exceed the specified GB data store limitation unless Customer acquires additional licenses from Oracle.

If Customer purchases Named User Plus licenses for the Programs listed below, Customer must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor*
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Identity Management	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor
Virtual Directory	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware	10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database

The number of licenses for the Programs listed below must match the number of licenses of the associated database and if Customer purchases Named User Plus licenses for these Programs, Customer must maintain, at a minimum, 25 Named Users Plus per Processor per associated database:

Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack.